

IT Professional Technical Services Master Contract Program T#:902TS

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Public Safety

Project Title: Criminal History System Replacement Project and Crime Reporting System Replacement Project REPOST

Service Category: Analyst – Risk Assessment

Business Need

The Minnesota Justice Information Services (MNJIS) unit of the Minnesota Department of Public Safety's Bureau of Criminal Apprehension (BCA) is initiating two technology projects. One will replace the aging Computerized Criminal History (CCH) system; the other will replace the Criminal Justice Reporting System (CJRS).

Because of the estimated costs of each of these projects, Minnesota Statutes, §16E.04 requires that a risk assessment and risk mitigation plan be completed by an independent entity. MNJIS is seeking a contractor to conduct a formal assessment to identify risks associated with these projects and propose mitigation plans. Both of these projects are considered mission critical for the BCA to fulfill part of its statutorily mandated functions. **The vendor conducting the risk assessment and preparing the mitigation plan must not have any other direct or indirect financial interest in the Criminal History System Replacement or Crime Reporting System Replacement Projects.**

Criminal History System Replacement Project Overview

The Criminal History System Replacement Project is being done to improve the criminal history business processes and to take advantage of the features available in current systems. The project will deliver systems and updates to existing systems to replace current databases, current automated processing, and current manual processes related to criminal history with a new set of systems, services and capabilities to increase automation and reduce the amount of effort required to create and maintain accurate criminal history records.

MNJIS serves as the host for the majority of the criminal history records in the State of Minnesota. These criminal history records are created based on arrest data received from Minnesota law enforcement agencies, case disposition data received from Minnesota Courts, and custodial data received from the Minnesota Department of Corrections. Additional data is exchanged with the Federal Bureau of Investigation (FBI) to coordinate records of multistate criminal activity. Criminal history record information is classified as either public or private based on Minnesota state law and is disseminated through a number of interfaces including the public internet, walk-in requests at the BCA office, requests mailed to the BCA, and electronic requests from Minnesota criminal justice agencies, criminal justice agencies in other states and in the federal government and as otherwise authorized by state law.

Much of the criminal history record information in the criminal history system is substantiated with fingerprint biometrics searched and stored in the State's Automated Fingerprint Identification System (AFIS) which uses biometrics to assign a unique state identification number for each individual subject with data in the criminal history system. In addition to AFIS, the criminal history system must interface with a number of systems to collect and disseminate criminal history record information. Some of these systems are to be updated to support new features planned for the criminal history system replacement. Other systems, especially those outside of the BCA's control, will not change and the new Criminal History System must use the existing interfaces.

The new criminal history system is expected to affect virtually all existing internal criminal history record entry and maintenance processes to some degree. Some processes may be impacted only by a change to the "look and feel" of the user interface; other processes may be completely redesigned. All existing interfaces and processes must be accounted for in the new systems.

Since many of the consumers of criminal history record information are outside of the BCA, the new systems for providing this data must maintain the integrity of the data and must minimize disruption to the criminal justice system. External stakeholders will be impacted. The existing portal used to query the criminal history system data will not change. However, the contents of the response are text files that will change to reflect readability enhancements that are planned. These external stakeholders include law enforcement agencies, courts, prosecutors, public defenders, and corrections users of criminal history record information.

Crime Reporting System Replacement Project Overview

The computerized Criminal Justice Reporting System (CJRS) was created and implemented in Minnesota (MN) in 1972. The Crime Reporting System is how law enforcement agencies report their crime statistics to the BCA and the FBI Uniform Crime Reporting Program (As required by MN statutes §299C.05, 299C.06 and 299C.12). The crime reporting system houses statistical information about incident, stolen and recovered property and arrest.

The State will move from submitting crime statistics to the FBI via summary format to using electronic-only National Incident Based Reporting System (NIBRS) format. NIBRS provides a more detailed level of information for crime statistics than what is gathered today. All law enforcement agencies submitting crime statistics will be impacted by this initiative including business process changes and electronic submission upgrades.

Crime statistics information is important, as it is used for many different purposes by law enforcement administration, elected officials, media, criminologists, etc.

The new Crime Reporting System Replacement Project will:

- Provide a comprehensive crime statistics reporting system for the submission of incidents, arrests and stolen and recovered property, including supplemental reporting data (i.e. pursuits, firearms discharge, law enforcement officers killed or assaulted, etc.).
- Migrate the crime reporting system from the mainframe to the MNJIS Service Oriented Architecture to improve integration, supportability and maintainability.
- Incorporate investigative data into the Crime Reporting System.
- Create a basic state records management system (RMS) for agencies that do not possess their own RMS.
- Provide a reporting tool for agencies to view their crime statistics that will be used for compilation of the Minnesota and FBI Crime Books as well as for statistical purposes at the state and national level.
- Automate the crime reporting process that now requires manual intervention and reduce the amount of effort currently required to create and maintain crime statistics.

All crime statistical information is public based on Minnesota state statute whereas the investigative data changes over time. The extent to which the data between statistical reporting and investigative systems will be co-mingled will be determined by the architectural design of the database.

The new crime reporting system will need to maintain summary and NIBRS data until NIBRS is fully deployed statewide which is estimated to take approximately 5 years.

Project Deliverables

The contractor must use a proven structured risk assessment methodology to perform this formal risk assessment and risk mitigation plan. The contractor's methodology must be equivalent to or substantially similar to the MN.IT methodology located at <http://mn.gov/oet/governance/planning-tools/risk-tools.jsp>. The contractor's methodology must produce a formal risk assessment and risk management recommendation to be reviewed and approved by MNJIS.

The Contractor selected for this project must:

1. Work closely with the MNJIS assigned State Project Manager for each project.
2. Come to the BCA MNJIS' Central Office as required, located at 1430 Maryland Avenue East, St. Paul, State of Minnesota, 55106 to use contractor's methodology in developing the assessments and recommendations for the risk mitigations.
3. Conduct a separate risk assessment for each of the projects stated above using the contractor's proven methodology to create a deliverable of a formal risk assessment, including at a minimum:
 - a) Identification of risks for the project.
 - b) Formal risk analysis
 - c) Identification and evaluation of recommended mitigation strategies
 - d) Proposed timeframe for implementation of the risk mitigation strategies
4. Provide MNJIS with a separate completed risk management plan for each project; ten (10) sets of each assessment in hardcopy and one (1) set of each assessment in softcopy (Microsoft Office 2010) including the deliverables of the assessment cited above.
5. Within three business days of the execution date of the resulting contract with the selected contractor, the contractor's staff assigned to this project will meet with MNJIS' Project Managers to confirm the detailed project plan, schedule, and list of deliverables and due dates before the project commences or work begins.

Project Milestones and Schedule

Contractor's staff assigned to this project may not be changed or replaced by the contractor on this project without written approval of MNJIS. Contractor's staff assigned to this project having access to the Minnesota Department of Public Safety or the BCA computer systems or working on site will be required to pass a BCA criminal background check prior to receiving access.

All contracts with the BCA include a stipulation that any member of the contracted firm who accesses the BCA systems must undergo a federal criminal history search. The FBI charges the BCA to perform that search. The BCA passes this charge on to the vendor.

The current charge is \$21.50 per person.

The contract will begin on the date stated in the contract or upon full execution of the contract, whichever is later, and will be completed by December 20, 2013. The contractor should propose a schedule for completing the Risk Assessment and producing a quality product within this timeframe.

Project Environment (State Resources)

These Criminal History System Replacement and Crime Reporting System Replacement projects, including these risk assessment contracts, will be executed and managed by the State Office of MN.IT Services along with the BCA. All state information technology systems, budgets, services, and resources are under MN.IT monitoring. MN.IT provides these business services to state agencies through service level agreements and resources collocated with agency resources to provide seamless services. Any reference to personnel or equipment to be provided by the BCA may be provided by the BCA or by MN.IT at the discretion of the State.

The Project Sponsor assigned to the Criminal History System Replacement project is Diane Bartell and the Project Manager assigned to this project is Jerrold Olson, or their successors. The Project Sponsors assigned to the Crime Reporting System Replacement project is Oded Galili (Technical Sponsor) and Dana Gotz (Business Sponsor) and the Project Manager assigned to this project is Sara Bechel Hutton, or their successors. The existing teams for each project will be available for limited interviews and meetings as part of these risk assessments, as approved by the Project Sponsor or Project Manager. In addition to the Project Sponsor and Project Manager, the team member roles planned to be assigned during this risk assessment includes Business Analysts, Enterprise Architects, and Subject Matter Experts.

Each project team has documentation related to the project. The risk assessment team will have access to the current project documentation with the understanding that it is not finalized. The documentation may include the scope statement, business requirements, RFP documents (Criminal History System Replacement), current state documentation, and high level to-be use cases. Other documents may be available.

Agency Project Requirements

The contractor will not be assigned office or cubicle space for performing these risk assessments. It is assumed that the contractor staff will conduct any required interviews or meetings at the BCA and then perform their analysis at the contractor's facility. Meeting room scheduling will be coordinated through the BCA Project Manager or their delegate.

The contractor will provide any computers required to perform the risk assessments. While at the BCA's facility the contractor's staff will have access to the BCA's public WiFi network but will not be allowed to connect to or access the BCA's private internal network. Any project documents will be provided in hard copy or on electronic media such as CD-ROM.

The risk assessments will be considered complete when the BCA Project Sponsor approves and accepts it for their project. The contractor is responsible to make updates to the deliverables to resolve issues identified by the BCA Project Sponsor or Project Manager.

The contractor is not required to follow BCA standards or methodologies. It is expected that the contractor will follow generally accepted project management practices.

Responsibilities Expected of the Selected Vendor

The contractor is expected to provide adequate resources to complete the risk assessments within the required timeframe and with sufficient detail.

The contractor shall provide a work plan with sufficient detail to show that the deliverables will be completed on time and to indicate when BCA resources are requested. The BCA reserves the right to adjust meeting times and dates based on other duties or commitments of the BCA staff. The BCA will try to be sensitive to the risk assessment project schedule.

The contractor shall review the final deliverables with the BCA to assure that the documents are understood and that BCA questions are answered.

Required Skills

Required minimum qualifications:

- Master Contract resource type(s)/ categories: Analyst – Risk Assessment
- 3+ Years of experience performing IT or application development risk assessments

Desired Skills

- 1+ years experience in the criminal justice domain
- 1+ years experience with criminal history records
- 1+ years experience with crime reporting and summary vs. NIBRS reporting

Process Schedule

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| • Deadline for Questions | 08/07/2013, 12:00 p.m. CDT |
| • Anticipated Posted Response to Questions | 08/08/2013, 2:00 p.m. CDT |
| • Proposals due | 08/20/2013, 2:00 p.m. CDT |
| • Anticipated proposal evaluation begins | 08/22/2013 |
| • Anticipated proposal evaluation & decision | 09/05/2013 |

Questions

Any questions regarding this Statement of Work should be submitted via email by August 7, 2013; 12:00 p.m. CDT:

Questions regarding this SOW should be emailed directly to Maureen Janke at the email address provided below. Questions should be received by Maureen Janke no later than 12:00 p.m. Central Daylight Time on August 7, 2013. Questions received after this time may not receive responses. Questions and answers are anticipated to be posted on OET website by the end of the work day on August 8, 2013 (http://mn.gov/buyit/statements/mcp902ts_active.html).

E-Mail Address: Maureen.janke@state.mn.us

Other personnel are NOT authorized to discuss this SOW with responders before the proposal submission deadline. Contact regarding this SOW with any personnel not listed above could result in disqualification.

Proposal Submission Instructions

All responses to this Statement of Work (SOW) must be received no later than August 20, 2013, 2:00 p.m. Central Daylight Time.

All responses shall be sent to:

Maureen Janke, Contracts Manager
Department of Public Safety, Bureau of Criminal Apprehension
1430 Maryland Avenue East
St. Paul, MN 55106

Walk – in or delivered proposals are acceptable. Email and fax submissions will not be accepted. If delivering in person, the receptionist desk will time and date stamp your submission. Available hours for

delivery are 7:30 a.m. – 2:00 p.m. Central Daylight Time. All proposals must be delivered prior to 2:00 p.m. Central Daylight Time on August 20, 2013.

Label your proposal and delivery envelope: (Company Name), Criminal History System Replacement and Crime Reporting System Replacement Project, ATTN: Maureen Janke, BCA/MNJIS Contracts Office

Number of Copies:

- Eight copies of the technical documents (including resumes, cover sheet and references),
- One electronic version on a Microsoft Windows readable CD-ROM media and in an Adobe Acrobat PDF or Microsoft Word (version 98, 2000, 2002, or 2007 compatible) format, containing only the technical portions of respondent's proposal with each candidate separated in separate files and file names containing the candidate by name a skill set submitted.
- One original signed in ink by an authorized officer of the respondent's company (suitable for photocopying (unbound)
- One copy of the required forms listed above
- One sealed envelope per company, with all cost proposals, with hourly rates. Each candidate listed on a separate sheet within the envelope. **No hourly rates may be listed elsewhere in your proposal.

All responses should include the following separately attached documents, unless otherwise specified:

1. a Technical Proposal;
2. a Cost Proposal;
3. a separate document containing all Non-Public/Trade Secret data (as defined by Minn. Stat. §13.37). NOTE: all non-public/trade secret data must be labeled as such. The State is unable to ensure the protection of non-public/trade secret data contained in any other attachment.

NOTE: Prior to submitting your response to this SOW – ensure your company is authorized for the skill set in this solicitation (Analyst – Risk Assessment).

Late proposals will not be considered.

All costs incurred in responding to this SOW will be borne by the responder.
Fax and e-mail proposals will not be accepted or considered.

Cost information must be kept as a separate document(s) from your technical response. Cost proposals will not reviewed by the evaluation team prior to the qualification scores being finalized.

The department has estimated that the cost of this contract should not exceed \$50,000.00. Price will be a significant factor in the evaluation of proposals. Responders may propose a fixed price or time-and-material effort with a not-to-exceed cost for producing the required deliverables. Time-and-material bids must include a detailed plan for the number of hours required to complete specific milestones broken down into no more than two week increments. The requirement for the effort is to complete the specified deliverables and the only allowance for exceeding the not-to-exceed cost will be for unreasonable BCA caused schedule delays. Any scope changes must be the result of an amendment to this SOW along with approved cost adjustments.

Response Requirements

Responders must submit the following information:

1. A statement of the objectives, goals, and tasks to show or demonstrate the responder's view and understanding of the nature of the contract.

2. Responders must include the following information:
 - A. The methodology proposed
 - B. The contents of the final deliverable
 - C. The number of on-site meetings or interviews anticipated
 - D. Any tasks expected to be completed by State staff
3. An outline of the responder's background and experience with examples of similar work done by the responder and a list of personnel who will conduct the project, detailing their training, and work experience. Resumes or other information about project personnel should not, if possible, contain personal telephone numbers, home addresses or home email addresses. If it is necessary to include personal contact information, please clearly indicate in the proposal that personal contact information is being provided.
4. Cost detail. (See instructions below for submission of pricing information.) This task includes a single deliverable and the responder must identify all costs associated with that deliverable. No other costs will be allowed.
5. Submit the following forms:
 - A. Affidavit of non-collusion
<http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - B. Veteran-Owned/Service Disabled Veteran-Owned Preference Form
<http://www.mmd.admin.state.mn.us/doc/vetpref.doc>

SOW Evaluation Process

- Expressed understanding of project objectives (10%)
- Deliverables and work plan (35%)
- Qualifications/experience of personnel working on the project (25%)
- Cost detail (30%)

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The State reserves the right to reject any and all proposals.

General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of a this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Liability

Indemnification

In the performance of this contract by Contractor, or Contractor's agents or employees, the contractor must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Contractor's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligation under this contract.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this SOW, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

IT Accessibility Standards

Responses to this solicitation must comply with the Minnesota IT Accessibility Standards effective September 1, 2010, which entails, in part, the Web Content Accessibility Guidelines

(WCAG) 2.0 (Level AA) and Section 508 Subparts A-D which can be viewed at:
http://www.mmd.admin.state.mn.us/pdf/accessibility_standard.pdf

Nonvisual Access Standards

Nonvisual access standards require:

- 1) The effective interactive control and use of the technology, including the operating system, applications programs, prompts, and format of the data presented, are readily achievable by nonvisual means;
- 2) That the nonvisual access technology must be compatible with information technology used by other individuals with whom the blind or visually impaired individual must interact;
- 3) That nonvisual access technology must be integrated into networks used to share communications among employees, program participants, and the public; and
- 4) That the nonvisual access technology must have the capability of providing equivalent access by nonvisual means to telecommunications or other interconnected network services used by persons who are not blind or visually impaired.

Preference to Targeted Group and Economically Disadvantaged Business and Individuals

In accordance with Minnesota Rules, part 1230.1810, subpart B and Minnesota Rules, part 1230.1830, certified Targeted Group Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal, and certified Economically Disadvantaged Businesses and individuals submitting proposals as prime contractors will receive a six percent preference in the evaluation of their proposal. Eligible TG businesses must be currently certified by the Materials Management Division prior to the solicitation opening date and time. For information regarding certification, contact the Materials Management Helpline at 651.296.2600, or you may reach the Helpline by email at mmdhelp.line@state.mn.us. For TTY/TDD communications, contact the Helpline through the Minnesota Relay Services at 1.800.627.3529.

Veteran-Owned Preference

In accordance with Minn. Stat. § 16C.16, subd. 6a, (a) Except when mandated by the federal government as a condition of receiving federal funds, the commissioner shall award up to a six percent preference on state procurement to **certified small businesses** that are **majority-owned and operated by**:

- (1) recently separated veterans who have served in active military service, at any time on or after September 11, 2001, and who have been discharged under honorable conditions from active service, as indicated by the person's United States Department of Defense form DD-214 or by the commissioner of veterans affairs;
- (2) veterans with service-connected disabilities, as determined at any time by the United States Department of Veterans Affairs; or
- (3) any other veteran-owned small businesses certified under section [16C.19](#), paragraph (d).

In accordance with Minn. Stat. § 16C.19 (d), a veteran-owned small business, the principal place of business of which is in Minnesota, is certified if it has been verified by the United States Department of Veterans Affairs as being either a veteran-owned small business or a service disabled veteran-owned small business, in accordance with Public Law 109-461 and Code of Federal Regulations, title 38, part 74.

To receive a preference the veteran-owned small business must meet the statutory requirements above by the solicitation opening date and time.

If you are claiming the veteran-owned preference, **attach documentation, sign and return the Veteran-Owned Preference Form with your response to the solicitation.** Only eligible veteran-owned small businesses that meet the statutory requirements and provide adequate documentation will be given the preference.

Foreign Outsourcing of Work Prohibited

All services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision also applies to work performed by subcontractors at all tiers.